Pt · III

19 49-52 **File No.** 9233/36

B CLASS P.W. DEPARTMENT
E1 BRANCH (E)

Subject: Model Conditions for Agreement forms for Supply of power to H.T. and L.T. consumers under the B'bay El. grid system.

B [K] 1452

11

File No. 9233/36 III El. Br

Std. Sectt. 78A e.

G R., G D., No. 2408, dated 22-6-22.]

Correspondence

DOCKET SHEET (B)

Subject :—

File No. 9233/36 III

P.W. DEPT.

El. BRANCH.

References :— Copies from the original file B[M]

Date.	To whom sent.	Notes and instructions.

No. Elg. 397/ 1947.
Electric Grid Offices,
Foreshore Road,
Bombay 1: 15th Oct. 1948.

To

The Secretary to Government,
Public Works Department, Bombay.

Subject:- Model conditions for agreement forms for supplying power to H. T. and L. T. consumers.

I submit herewith, for the approval of Government two sets of draft model agreements (one for H. T. consumers and the other for L . T. Consumers) to be entered into between the Grid Authority and the High Tension consumers or the Low Tension Consumers as the case may be.

2. Most of the clauses in the drafts have been adopted from corresponding clauses of similar agreement forms in use by the progressive electric supply undertakings like (1) The Tata Group (2) The Bombay Electric Supply and transport Committee and as well as the Madras Government.

3. It is proposed to execute stamped agreements only with power consumers with connected loads of 5 H. P. and over. In the case of lighing and small power consumers it is considered sufficient to obtain from them a mere declaration on the requisition form that the applicant agrees to take supply for a minimum period of two years under our standard rates and conditions of supply. The draft street lighing agreement foms has already been submitted for the approval of the Government vide my letter No. Elg. 328(a)/1460, dated 3-2-1948.

4. Normally guarantee to be specified in clause 9 would be nil. But when the Board is required to incur heavy capital expenditure or assume special obligations or responsibilities primarily or for the sole benefit of a particular consumer, the agreement with him will provide for a special adequately protected by the minimum bill due under the ....

under the standard rate schedule applicable to that consumer.

5. It is considered likely ~~kxk~~ that by the time supply commences from the Grid lines, the contemplated Bombay Electricity Board will have been set up under the Electricity (Supply) Act, 1948 and therefore in the proposed model conditions the Board has been assumed to be the supplying Authority. In the alternative "The Electrical Commissioner with the Government of Bombay" will be substituted for the "Bombay Electricity Board".

6. In order to enable me to enter into definite agreements with large industrial consumers ~~xxx~~ prior to incurring any capital expenditure on their account on service lines etc. and also keep to the present planned programme for commencement of supply, I ~~x~~ shall be obliged if very early approval of Government is accorded to the draft model agreements with such modifications as the Solicitor to Government may consider necessary.

Sd/-
P. B. Advani.
~~Xxx~~ Electrical Commissioner
with the Government of Bombay.

Encl:

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2 9233/36
70222

El. Br. P. W. D.

Submitted.

2. The papers may first be refed. ~~xxx~~ u. o. to the El. Engr. to Govt. for his remarks on draft model ~~xxxxxxx~~ conditions proposed by the El. Commissioner. He may be requested to wait the matter as urgent.

Id/-

U. O.
Remark.

U. O. to El. Engr. to Government . dated 27/12/48.

Below U. O. R. No. 9233/36/70222 dated the 27th December 1948, from Government in the Public Works Department.

NO. LSM. 31/6374 of 1949.

Bombay, 17th January 1949.

Returned.with compliments.

2. The forms of Agreements submitted by the Electrical Commissioner are scrutinised and the fallowing remarks are made:-

Agreement for supply to H. T. Consumers-

Clause 2- It does not seem to be in order to recover a minimum charge from a consumer for his failure to take supply within the specified period, as the right to recover such charge evidently accrues after the consumer's installation is connected to the xx system, vide Clause XI A of the schedule to the Indian Electricity Act.

Clause 11 - The power to summarily cancel the agreement, in case the consumer makes default in punctually making any payjent as provided by sub-clause (a) of this clause seems to be repugnant to the spirit of the Indian Electricity Act. Section 24 of the Act provides a suitable remedy for the licensee, when thereis default on the pary of any consumer in making paymentof any charges due to the former xxx and as the default in punctually makingx payment, the above remedy seems to be quite adequate.

Agreement for supply to L. T. Consumenrs.

Clause 1 - The remark against Clause 2 above, applies to this Clause.

3. I do not consider that the Board should ask forspecial pow3rs to deal with its consumers more xxx rigorously than ordinarily provided by the Indian Electricity Act; since if this principle is once accepted, it would not be fair to deny the xxxx xx same privileges to other licensees, whose relations with their consumers...

would be more or less a similar to the B.ard's relation with its consumers.

Sd/-
Electrical - Engineer to Govt.

9233/36
3466 & 9037

El. Br. P. W. D.

The El. Commr. with G. of B. has submitted, for the approval of Govt., draft model agreements to be entered into between the Grid Authority and the H. T. and L. T. Consumers. The remarks of the El. Engr. in this con. are given in the following statement.

Proposal of the El. Commr.	Remarks of the El. Engr. to Govt.
Agreement for supply to H. T. Consumers.	
Clause 2: The consumer shall commence to take supply within three months of intimation from the Board that supply is available unless the consumer, in the opinion of the Board is unable to do so for causes reasonably beyond his control. Should the consumer fail to take supply within the period aforesaid, a minimum of Rs. per - KW/KVA contracted will be collected monthly until service is given.	Clause 2:- It does not seem to be in order to recover a minimum charge from a consumer for his failure to take supply within the specified period, as the right to recover such charges evidently accrues after the consumer's installation is connected to the system-vide, Clause-XI - A of the Schedule to the I. E. Act, 1910.

.....

Clause 11 (a):- If the consumer shall at any time during the continance of this Agreement default in punctually making any payments herein provided for, the Board shall be at liberty to cancel this agreement by giving seven days' notice of such cancellation to the consumer and in that event, in addition tothe amount still unpaid, there shall immediately become due and payable to the Board as liquidated damages on account of the obligations assumed and/or special investment made by the Board for the benefit of the consumer, a further sum equal to the amount of the minimum guarantee for the unexpired term thereof.

Clause 11:- The power to summarily cancel the agreement, in case the consumer makes default in punctually making any payment as provided by subclause(a) of this clause seems to be repugnant to the spirit of the I. E. to Act. Section 24 of the Act provides a suitable remedy for the licensee, when there is default on the part of any consumer in making payment for any charges due to the former and as the default in punctually makingpayment virtually amounts to default in making payment, the above remedy seems to be quite adequate.

Agreement for supply to L. T. Consumers.

Clause 1:- As in Clause 2 above except that "per KW/KVA" thereshould be substituted by "HP/KW"in this Clause.

Clause 1:- The remark against Clause 2 above applies to this clause.

2. The El. Engr. is of the opinion that the Board should not ask for special powers to deal with its consumers more rigorously than ordinarily provided by the I. E. Act., as other licensees may also ask for similar privileges.

3. The observations made by the El. Engr. may be shown u. o. to the El. Commr. for remarks and if he agrees with the views of the El. Engr., he may please make suitable modifications in the drafts of the agreements in question.

4. With reference to para. 5 of the El. Commr's letter, dated the 15-12-48, it is stated that the B'bay Ely. Board is still not formed and it will take some time before the Board comes into existence. It is therefore desirable to substitute the word "Board" by the words " The el. Commr. with the G. of B." in the agreement forms. The El. Commr. may be requested to modify the draft agreements suitably.

Id/-
10-2-49.

Id/-
11-2-49.

V. urgent

u. o. to El. Commr. dated 12-2-49.

Below P. W. D. U. O. R. No. 9233/36/9037, dated 12-2-1949.

Electric Grid Offices.

(a) Agreement for supply to H. T. consumers.

Clause 2/ The levy of a minimum charge for failure of the consumer to take supply within a specified period does not appear to be repugnant to Clause XI(a) of the Schedule to the Indian Electricity Act, 1910. Similar practive is being followed by progressive licensees like the TAtas and the B. E. S. T. as well as by the Government of Madras which provide for similar clauses in their agreements for supply of power to consumers.

Clause 11(a). Section 24 of the Indian Electricity Act provides for disconnection of supply in the event of default in payments. But .....

But a persistent defaulter can cause much inconvenience to the supplier andstill keeps within the strict letter of the Act. It is proposed to safeguard against it in the agreement. Similar clauses have alreadydy been provided in this Province by progressive licensees like the Tatas and the B. E. S. T. in their agreement forms.

(b) Agreement forsupply to L. T. consumenrs:

Clause 1:xxxx My remarks against Clause 2 above apply xx in this case also.

2. There is no intention of providing any special powers for the Board to deal with its consumers more rigourouslly than xxxx ordinarilyy provided for in the Indian Electricity Act. But, as similar practive is already being followed by progressive licensees has xxx not x worked in any way against the interest of consumers, similar clauses have been provided in the agreement forms submitted to Government for approval. It is therefore suggested that the clauses as provided may be retained in xx the agreement.

3. The draft agreement forms are suitablyy modidied to substitute the words "Bombay Electric Grid Department" for the words " The xxxxx Bombay Electricity Board", as the same terminology has been sude in the draft conditions of supply vide my u. o. r. No. PR3/2884 dated 17-2-1949.

Id/-
14 - 3 - 49.

The Secy. to Govt.,

P. W. D., Bombay.

U. O. R. No. ~~xxxx~~ PR-3/ 4317

Bombay, 14th March, 1949.

9233/36/18169.

El. Br. P. W. D.

Submitted with refce. to the O. M. dated the 10-2-49.

2. Before taking further action, the 1. Engr. may see the El. Comm.'s note within for remarks, if any, and returned in the papers early.

Id/- 18-3-49. Id/- 18-3-49.

U. O. to El. Engr. to Govt. dated 19-3-49.

Below U . O. R. No. 9233/36/18169 dated the 19th March 1949, from Government in the Public Works Department.

No. LRM. 31/8 of 1949.

Bombay, 18th April 1949.

Returned, with compliments, with the following remarks:-

(1) Clause 2- No such provision exists in the agreements made by Messrs. Tatas or the Bombay Electric Supply & Transport Committee with their consumers. The B. E. S. & T. used to have a monthly minimum charge, which has since been discontinued, and Messrs. Tatas' agreement provides for guaranteed monthly or yearly consumption; but in both the cases the charges levied only after the supply is made available. Prior to giving the supply, a licensee under Clause VI(1) (a) of the Schedule to the Indian Electricity Act, 1910, can obtain from his consumer sufficient security binding the consumer to take a supply of energy for not less than two years to such amount as will give the licensee a reasonable return. Furthermore, a licensee can also recover the cost of a

...

cost of the service line laid for the consumer. These two provisions, in my opinion, sufficiently safeguard the licensee and I dom not consider, therefore, that the provisions now proposed ~~x~~ are quite necessary.

(2) Clause 11(a) - Section 24 ~~and~~ of the Indian Electricity Act, 1910, provides for disconnection of supply in the event of default inpayments, and I do not see how a persistent defaulter can cause any inconvenience to a licensee and yet keep within the strict letter of the Act. No provision ~~xx~~ similar to that now proposed exists in the Bombay Electric Supply and Transport Committee.

2. In view of the above remarks, it is suggested that the matter may be taken ~~x~~ up with the Remembrancer ~~x~~ of Legal Affairs to determine whether or not the agreement form proposed by the Electrical Commissioner with the Government of Bombay provides for special powers forthe agreements for the licensees.

Sd/-
Electrica Engineer to Govt.

9233/36/22622.

El. Br. P. W. D.

Please See —

(a) Our N. dated the 10-2-49

(b) El. Commr's. note, dated the 14-3-49.

2. The El. Engr. has, in his note within, refuted the agreements advanced by the El. Commr. The remarks of the El. Engr. may be shown ~~xx~~ to the U. O. El. Ex Commr. andin case he still does not agree with the views of the El. Engr., the papers will be refd. to the Exx R. L. A. for his opinion whether or not the agreement form proposed by the El. Commr. provides for special powers for the Board than ordinarily provided for in the agreements for the licensees.

Id/-
23-4-49.

Id/-
23-4-49.

V. Urgent. to

V. Urgent.

U. O. to El. Commr. dated 29-4-49.

Below P. W. D. U. O. R. No. 9233/36/22622 dated 29-4-1949.

Electric Grid Offices.

I attach hereto the following extracts from the agreements and /Or the general conditions and technical regulations which form part of the agreements of the Tata Hydro Co. S, the B. E. S. T. Committee and the Electricity Department, Government of Madras, in support x of my remarks stated in my u. o. r. No. PR-3/43817 dated 14-3-1949:

(1) Clause 18 (Consumer's delay in taking supply) and Clause 19(a) (Company's Remedies) of Exhibit B- General Conditions and Technical Regulations - of the standard form of agreement used by the Tata-Hydro Co. s.

(2) Clause 20(Consumer's delay in taking supply) -and Clause 21 (a) -(Committee's Remedies) - of Exhibit B- General conditions and x Technical Regulations- of the standard form of agreement used by the B . E. S. T. Committee.

(3) Clause 1, Second para of the standard form of a agreement used by the Electricity Department, Government of Madras.

However the matter was discussed by the Assistant Engineer(Commercial) with the Electrical Engineer to Government when he brought to notice that the copies of agreement forms of Tatas and B. E. S. T. which I had obtained from these licensees and which contained the relevant Clauses in their "Genral Conditions and Technical

"General Conditions and Technical Regulations" (Exhibit B, which formed part of the agreement) as mentioned in my u. o. r. No. PR -3/4317, dated 14-3-1949, were not apporved by Government.

Not to delay decision on this matter which has now become urgent I suggest that Clause 2 in the agreements for supply to H. T. and L. T. consumers may be recorded as it follows. The Electrical Engineer to Government accepts t this modifications:

" 2. Commencement of Supply:

The consumer xk dxxxx shall commence to take supply within three months of intimation from the Department that Supply is available unless the Consumer, in the opinion of t the Department, is unable to do so for causes reasonably beyond his control. The Supply, unless the same has been taken by the consumer within the said three months' px period , shall be deemed to have been commenced on and from the date the expiry of the said three months' period and the Consumer shall be subject to charges for x supply as per Clausex 8 (H. T.) /3 (L.T.) hereof."

I xx shall now be obliged to receive the earlist possible approval of Government to these draft agreement forms forthe reasons stated in my letter No. PR-3/6703, dated 26-4-1949.

Id/-
18-5-49.

The Secy. to Govt.,

P. W. D. Bombay.

U.O. R. NO. PR-3/ 8151

Xx Bombay 1: 18th May, 1949.

Encl: As above.

(1) "18 Consumer's delay in taking Supply:- If the company is ready to furnish thesupply under this Agreement but the Consumer is not ~~x~~ ready to accept such ~~x~~ supply ~~fx~~ from the date specified for commencement of supply whether by reason of his electric installation being incomplete or other wise howsoever except by reason of force majeure then the Consumer shall as from that day pay the Company in every month Rs. 3-4-0 per month per killowatt of the contract demand.

19. Company's "emedies:- If the consumer shall at any time during the continuance of this Agreement-

(a) make default in punctually making any peyments herein provided for;

(b) be would up by order the Court or shall pass any resolution for winding up save for the purpose ~~f~~ of reconstruction or amalgamation;

(c) execute or create any mortagage charge or other incumbrance in any way capable of affecting the Company 's ownership of the electric meters plants apparatus and equipment in the factory or any part thereof;

(d) commit any breach of or fail to observe and perform any of the agreements and conditions in this Agreement and on his part to be observed and performed; or (e)...

(f) fail to take 50% of the supply contracted for during any continuous period of one year unless prevented by reason of any of the followig causes viz., labour strike, plague, famine, hurricane, tempest, mutiny, war, earthquake or act of God bona fide interfering with the working of the Factory;

then and in any such case it shall be lawful for the Company without prejudice to its rights against the Consumer at law in damages for breach of Agreement or any other rights and remedies of the Company under the Act or other wise to putx ~~upx~~ an end to this Agreement and the Consumer hereby authorises the Company its servants and agents to enter upon the premises andto seize and take away all meters plant apparatus equipment and other propmerty of the Company...

property of the Company in or upon the same. Provided always that if the right reserved to the Company by this clause accrues by reason of the happening of the event referred to in sub-clause (b) the Company shall not exercise such right if the payments herein provided for are punctually made and within one calendar month of the happening of such event there shall be furnished to the company security approved by the Company for the due performance and fulfilment of the conditions and obligations of the Consumer under this Agreement equivalent to Rupees Twenty per K. W. of the contract demand.

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2) 20. Consumer's delay in Taking Supply:- If the Committee is ready to furnish the supply under this Agreement bu the Consumer is not ready to accept such supply from the date specified for commencement of supply whether by reason of his electrical installation being incomplete or other wise howsoever except by reason of force majeure then the Consumer shall as from that day pay the Committee in every month Rs. 4-0-0 per month per kilowatt of the Contract Demand.

21. Committee's remedies:- If the Consumer shall at any time during the continuance of this Agreement-

(a) make default in punctually making any payments herein provided for :

(b) be wound up by order of the Court or shall pass any resolution for winding up save for the purpose of reconstruction or amalgamation;

then

(c) , (d) and (e)

then and in any such case it shall be lawful for the Committee with out prejudice to its right against the Consumer at law in respect of damages for breache of Agreement or any other rights and remedies of the Committee under the Act or otherwise to discontinue the supply of elecrical

... ...

electrical energy and to put an end to this Agreements and the Consumer hereby authorises the Committee its servants and agents to enter upon the premises and to seize and take away allmeters, plant, apparatus, equipments and other property of the Committee in or upon the premises and same. Provided alwasys that if the right reserved to the Committee by this clause accrues by reason of the happening of the event referred to in sub-clause (b) the Committee shall not exercise such right if the payments herein provided for are punctually made within one calendar month of the happening of such event there shall be funished to the Committee security required by the Committee for the due performance and fulfilment of the conditions and obligations of the Consumer under this Agreement.

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3) Clause 1.(2): The Consumer shall commence to take supply within three months of intimation from the Electricity Department (hereinafter referred to as the department) that supply is available unless the consumer, in the opinion of the Superintending Engineer, Electricity system (hereinafter called the Engineer) is unable to do so for causes reasonably beyond control. Should the consumer fail to take supply within the period aforesaid a minimum of Rs. per horse-power contracted for will be collected monthly until service is given".

9233/36/33651 & 50257.

El. Br. P. W. D.

The Electrical Engineer to Govt. jas submitted for the approval ~~fm~~ of Govt. draft modal agreements to be entered into between the Grid Authority and the H. T. and L. T. Consumers.

The El. Engr. did not agree with clauses 2 and 11(a) of the Agreementsx ~~fmx~~ form for H. T. consumers and Clause 1 of the Agreement form for L. T. consumers as in his opinion the Grid Authority should not ask for special powers to deal with its consumers more vigorously than ordinarily provided by the S. E. Act, 1910, ~~mmxx~~ since in that case, o ~~mkmx~~ other licenses may also ask for similar privileges. After ~~mxxx~~ arguments and counter-arguments, the El. Engr. and the El. Commr. have come to an agreement in this con., and the El. Commr. has now suggested in consultation with the El. Engr. that cl.11(a) of the Agreement form may be deleted and clause 2 of the Agreement form may be ~~xmx~~ reworded as follows:-

"Commencement of supply:- The consumer shall commence to take sup ly within three months of intimation from the Deptt. that supply is available unless the consumer, in the opinion of the Deptt. is unable to do so for causes reason ably beyond his control. The supply, unless the same has been taken by the consumer within the said three months' period, s shall be deemed to have been commenced on and from the date of the expiry of the ~~said~~ said three months' period and the consujer shall be subject to charges for supply as per clause 8 (H. T. /3(L.T.) hereof."

2. The Elecl. Commr. has also agreed with the proposal made in para 4 of the O. N. dated the 10-2-49 viz. that pending the formation of the B'bay Ely. Board, the word" Board " shauld be subetituted by the words "The Elecl. Commr. with the ~~G~~. of B. " This modification has be

has been made in pencil in the draft forms on pp. 1-22 ante.

3. The draft agreements, may be approved as ~~x~~ per draft G. R. put up for approval, which may issue after U. O. R. ~~xx xxx~~ to the R. L. A., who may be requested to scrutinise the draft agreements from the legal point of view, however, of the urgency of the matter, the proposals of the El. Commr. may be sanctioned provisionally. ~~Alterna~~-ations, if any, pointed out by the R. L. A. will be communicated to the El. Commr. later on. Necessary ~~x~~ draft is put up for approval, which may issue first and then the papers be refd. U. O. to R. L. A as pro posed at 'A' above.

Id/-
5-8-49.

Id/-
6-8-49.

U. O. to the R. L. A. dated 16-8-1949.

FORM OF AGREEMENT FOR SUPPLY TO H. T. CONSUMERS.

An Agreement made at the day of 19 between the Governor of Bombay (hereinafter called "The Supplier", which expression wherever the context so admits shall include his successors and assigns) of the one part and (hereinafter called " the Consumer", which expression wherever thecontext so admits, shall include his heirs executors, administrators its successor or succeessors in business AND permitted assigns) of the other part.

WHEREAS at the request of the Consumer ~~of~~the Supplier has agreed to supply to the consumer electrical energy for the putpose of ~~i~~ at the Consumer's ~~pmx~~ premises situate at upon the terms and subject to the conditions hereinafter contained.

NOW this Agreement withesseth as follows:-

Definitions. 1. In this Agreement unless the context otherwise requires —

(a) "the Act" shall mean the Indian Electricity Act, 1910 as amended from time to time or such other enactment governing thesupply and use of electrictal energy as may be in force for the time being;

(b) "the Rules" shall mean ~~them~~ rules and regulations for the time ~~hmng~~ being in force under the Act.

Commencement of Supply. 2. Within a period of ~~three~~ ~~mf~~ months from the date of the intimation from the Electrical Commissioner with the Government of Bombay (hereinafter referred to as "the Commissioner" which expression shall include any other officer authorised by the Supplier to perform the functions of the Commissioner specified in this Agreement and any other officer or officers authorised by the Commissioner) that the supply of electrical energy is available. The Consumer ~~mx~~ shall commece to take the supply of electrical energy under

under this Agreement and unless, in the opinion of the Commissioner, the Consumer is unable to commece to take such supply forcauses beyond his control, the date of the commecement of supply shall be the date of the expiration of the said three months' period of the date of actual commecement of supply whichever date is earlier and from such date the Consumer shall become liable to apy to the Supplier the amounts of minimum charges and minimum guarantee as hereinafter provided.

Location and Demand.

3. During theperiod of supply hereinafter mentioned, the Supplier shall supply to the Consumer and the Consumor shall take from the Supplier all the electrica energy required by the Consumer for thepurposes hereinabove recited at the consumer's for the premises located at up to a maximum of KW/KVA (hereinafter called the "Contract Demand"), subject to the provisions of clause 7 hereof.

Location and Demand.

4. The supply of electrical energy to the Consumer shall be in the form of three phase alternating current at a frequency of 50 cycles per second and a pressure of volts, subject to the tolerance limits permitted by the Act.

System of Supply.

5. The point of delivery forthe supply of electrical energy shall be as shown in drawing No. attached hereto. For the pirpose of this Agreement maintanance by the Supplier of the electrical energy of the above-stated voltage and frequency at the said point of delivery shall constitute the supply of electrical energy. The supply shall be metered at the point of delivery.

Point of Delivery.

6. The Consumer shall provide and continue to provide during the continuance of this Agreement without any charge accommodation to be approved by the Commissioner o for the housing of Supplier 's equipment and apparatus necessary for the performance of

Accomodation for Supplier's Apparatus.

PERforance of this agreement. The Supplier shall be at liberty to bring upon the accommodation so provided at the Consumer's premises not only the cables required for the supply of electrical energy to the Consumer but also the cables accessories and equipment necessary for giving connections to other Consumers through the cables and terminals situated on the Consumer's premises, provided the supply to the Consumer shall in no way be interfered with or its continuity jeopardised as a result of such action on the part of the Supplier.

Consumer's increased requirements.

7. (a) The Consumer may from time to time request the Commissioner in writing for additional supply in excess of the contract demand and the Supplier shall make such additional electrical energy and the materials to make such additional electricalenergy available for supply and provided further that having regard to the unexpired term of this agreement it would, in the opinion of the Commissioner, be economic to the Supplier to make such additional supply available to the Consumer.

(b) In the event of the Supplier agreeing to make such additional supply available the Consumer shall pay such contribution towards thecost of making such additional supply available as may be determined by the Commissioner.

(c) If such additional supply is made available by the Supplier, the Contract Demand specified in clause 3 hereof shall be increased to the same extent.

Charges for Supply.

8. The Consumer shall pay to the Supplier every month at the offices of the Commissioner or as may be otherwise required charges for the electricalenergy supplied to the Consumer during the preceding month at the rates specified in the Supplier's standard Rate Schedule ----- applicable to the class of service and in force from time to time. A copy of the current Rate Schedule applicable to this Agreement is set out in the First Schedule attached hereto. ...

9....

9. In consideration of special obligations assured and /or investments made by the Supplier for the benefit of the Consumer, the Consumer hereby guarantees that the average monthly charges payable by the Consumer for the electrical energy consumed by the Consumer every month hereunder during each twelve month period commencing from the date of the commencement of supply shall not be less than Rs. The Difference if any between the guaranteed minimum charges and the actual charges payable by the consumer shall be paid by the Consumer to the Supplier at the Officer of the Commissiner or as may be otherwise required at the end of each twelve months period within fifteen days from the date of the receipt of a bill therefor.

Minimum guarantee.

Provided that inthe event of any increase in contract demand under Clause 7 hereof, the amount of minimum guarantee stated above shall be liable to be proportionately increased to such extent as may be determined by the Commissioner.

10 Subject to the provisions of Clause 11 hereof the period of supply under this Agreement shall be a minimum period of years from the date of the commencement of supply and from year to year thereafter determinable by a six calender month's notice on either side expiring at the end of the said minimum period of years or at the end of any such subsequent year and upon the expiration of any such notice this agreement shall determine, but without prejudice to the rights and liabilities of the parties in respect of any matter antecedent to such determination.

Period of Agreement.

11. In the event of the Supply of energy being discontinued by the Supplier in consequence of any b breach or default on the parts of the Consumer entitling the Supplier so to do under the provisions of the Act and the Rules the amount of Charges for the electricalenergy already supplied and all other moneys then payable under this Agreement shall become at due and recoverable ....

Discontinuance of Supply.

due to recoverable forthwith provide always and it is hereby expressly agreed and declared that during the period of such discontinuance the Consumer shall continue to pay the minimum charges and minimum guarantee payable hereunder.

Summary termination of agreement.

12. If at any time during the continuance of this Agreement the Consumer shall -

(a) being a limited company pass a resolution for winding up or be ordered to be wound up by a Court of competent jurisdiction and being an individual or individuals commit any act of insolvency or be adjudged insolvent;

(b) execute or create any mortgage charge or other encumbrance on any property or asset of the Consumer so as to prejudicially affect the Supplier's electric meters, plant. apparatus and equipment at the Consumer's premises or any part thereof or any right exercisable by the Supplier in connection with said electric meters, plant, apparatus and equipment;

(c) commit any breach of or fail to observe and perform any of the conditions an provisions contained in this Agreement and on his part to be observed and performed;

the Supplier shall be at liberty to terminate this Agreement by giving seven days' notice to the Consumer and upon such termination theConsumer shall forthwith pay to the Supplier at the office of the Commissoner or as may be otherwise required all the moneys then due and payable under this Agreement together with a further sum equal to the amount of the minimum guarantee for the unexpired minimum period of supply as and by way of liquidated damages.

Assignment or Transfer of Agreement.

13. The Consumer shall not, without the previous consent in writing of the Supplier assign, transfer, or

transfer, or part with the benefit of this agreement not shall the Consumer in any manner part with or create any partial or separate interest .

14. In the event of any dispute or difference at any time arising between the Consumer and the Supplier in regard to the construction of this Agreement or any matter arising out of or in connection with this Agreement (not being a matter for which a method of determination is prescribed by the Act) such dispute or difference shall be referred to the arbitration in ~~Bombay~~ Bombay of two arbitrators one to be appointed by each party to the ~~in~~ dispute or difference , which Arbitrators shall appoint in writing an Umpires before ~~x~~ proceeding with the reference and this Agreement shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940, and all the provisions of that Act(except as hereby expressed in substitution therefor or inmodification thereof and for the time being inforce shall apply to any reference hereunder.

15. General Conditions and Technical Regulations of the Bombay Electrical Civil Department set out in the Second Schedule hereto shall be deemed to be part of the Agreement and shall govern theparties hereto in so far as applicable.

16. In all maters not herein specifically provided for, the provisions of the Act, and the Rules for the time being in force thereunder shall apply;

17. The Marginal notes do not form part of this Agreement and ~~xx~~ shall not be referred to for the Construction and interpretation thereof.

IN WITNESS the parties hereto have ~~xx~~ executed ~~xx~~ to these presents the day and year first above written.

Signed sealed and delivered by Esqur.

Electrical Commissioner with the Government of Bombay on behalf of the Governor of Bombay in the presence of:-

1.

2.

Signed and delivered by

---

the aobvenamed Consumer in the presence of

FORM OF AGREEMENT FOR SUPPLY TO L. T. CONSUMERS.

THIS AGREEMENT made at ..... the day of ..... 19.... , Between THE GOVERNOR OF BOMBAY (hereinafter called "the supplier which expression shall, unless the context does not so admit include his successors and assigns) of the one part and (hereinafter called "the Consumer", which expression wherever the context so admits, shall include his heirs, executors, administrators Its successor or successors in - business) of the other part,

Here State the Purpose

WHEREAS at the request of the Consumer the Supplier has agreed to sup ly to the Consumer electrical energy for the purpose of *..... .... , at the Consumer's premises situate at.... upon the terms and subject to the conditions hereinafter contained.

Location and Connected load.

NOW THIS AGREEMENT WITNESSETH as follows:-

2. During the period of Supply hereinafter mentioned the Supplier shall supply to the Consumer and the Consumer shall take from the Supplier all the electrical energy required by the Consumer for the purposes hereinbefore recited at the Consumers premises located at having a connected load or demand initially of H. P.

Any increase or alteration in the

Any increase or alteration in the connected load or demand x shall be notified to the Commissioner by the Consumer before being connected to the source of supply and shall be connected only after it is examined, tested and approved by the Commissioner.

Commencement of Supply.

2. Within a period of three months from the date of the intimation from the Electrical Commissioner w with the overnment of Bombay (hereinafter "referred to a as "the Commissioner" which expression shall include any other officer authorised by the Supplier ti perform the functions of the Commissioner specified in this Agreement and any others officer or officers ~~xx~~ authorised by the Commissioner) that the supply of electrical energy is available, the consumer shall commence to take the supply ~~is~~ of electrical energy is available, the consumer shall commence to ~~xxxxxxx~~ take the fupply of electrical energy under this Agreement and unless, in the opinion of the Commissioner, the consumer is u unable to commece to take such sup ly for causes beyond his control, the date of the commencement of supply shall be the date of the expiration of the said three months' period or the date of actual commencement of ~~xxxxx~~ supply whichever date is earlier and from such date the Consumer shall become liable to apy to the Supplier the amounts of the minimum charges and mi minimum gucrentee as hereinafter prescribed.

Charges for Supply.

3. The Consumer shall pay to the Supplier every month at the office of theCommissioner or as ~~x~~ may be otherwise required charges for the electrical energy supplied to the Consumer during the preceding month at t the rates specified in the Supplier's standard Rate Schedule applicable to the class of service and in force from time to time. A copy of the current Rate Schedule applicable to this Agreement is set out in the first Schedule attached hereto.

....

Charges for Service lines.

4. The Consumer shall ~~xx xx xxx xx~~ to the Supplier on demand at the Office of the Commissioner or as may be otherwise required ~~xx~~ the cost of service lines in accordance with the scale of miscellaneous charges prescribed in the General Conditions of Supply of the Bombay Electric Gird Department.

Additional Cost of Servie Line.

5. In the eventof the Consumer requesting for an increase in his connected loand after the commencement of supply, if the same is made available ~~xy~~ by the Supplier at any additional cost, theconsumer shall ~~xxyx~~ pay such contribution towards the cost of such increase as may be determined by the Commissioner in his ~~x~~ absolute discretion.

Minimum guarantee.

6. ~~The~~ In consideration of the special obligations assumed and /or investments made for the benefit of ~~xxx xx~~ of the consumer the Consumer hereby guarantees that the average monthly charges~~xxxxxxxxxx~~ payable by the Consumer for electrical energy consumed by the Consumer every month hereunder during each twelve month period commencing from the date of the commencement ~~xx~~ of supply, shall ~~x~~ not be less
than Rs.
The difference, if any, between the guaranteed charges and the actual charges ~~xx~~ payable by the consumer shall be paid by theConsumer to theSupplier at the Office of theCommissioner or as may be otherwise rquired at the end of each twelve months period whtin fifteen days. from the date of the receipt of abill therefore

Provided that in the event of theConsumer requesting for~~xxxx~~ any increase in supply under Clause 1 hereof, the amount of minimum guarantee shall be liable to be proportionately increased and such increase shall be ~~xxtxxx~~ determined by the Commissioner.

Period of Supply.

7. The Period of Supply of electrical energy under this Agreement shall be a minimum period of 2 years from

from
2 years ~~from~~ the date of the commecement of supply and from month to month thereafter. The Consumer may determine this agreement at any time after the said period of 2 years after giving to the Commissioner not less than one calendar month's notice in writing in that behalf and upon the expiration of the period of such notice this agreement shall cease and determine...

Provided always that the Consumer may at any time with the previous written co consent of the Commissioner ~~ix~~ transfer his rights under this agreement to any other person approved by the C Commissioner andupon execution by such transferee of a valid assignment this agreement shall become binding on the transferee and the Suplier as from the date of execution and take effect in all respects as if the transferee has originally been party hereto in place of the Consumer, who shall thenceforth be discharged ~~fxxxxx~~ from any further liability under or in respect hereof, without prejudice, however, to any claim by the Supplier against the Consumer in respect of any prior breach of this Agreement by the Consumer.

General Conditions and Technical Regulations.

8. Genral Conditions and Technical Regulations of the Bombay Electricx Grid Department set out in the second Schedule hereto shall be deemed to be part of the Agreement and shall govern the parties hereto in so far as applicable.

Application of the I. E. Act.

9. In all matters not herein specifically provided for, the provisions of the Indian Electricity Act, 1910, as amended from time to time or such other enactment governing the supply and use of electric energy and the Rules and Regulatkions forthe time being in force thereunder shall apply.

Marginal Notes.

10. The Marginal notes do not from ~~xxxxx~~ part of this Agreement and shallnot be referred to for the constructionx or interpretatiin thereof.

IN XXX WITNESS WHEREOF THE parties hereto have executed these presents the day and the year first above written.

Signed sealed and delivered by.....

* Xx designation of the Officer authorised to execute such agreement.

.... Esquire.

on behalf of the governor of Bombay in) the presence of.

1)

2)

Signed and delivered by)

.....)

the above xx named consumer in the

presence of :-

1)

2)

Legal Department.

Revised xxxxx draft Agreements are appended.

Sd/-
Solicitor to Government

U. O. N. to P. W. D. , No. 1672, dated the 6th February 1950.

9233/36/9369

El. Br. (I). P. W. D.

Submitted with refce. to the O. N. dated the 5-8-49.

2. Provisional permission has already been given to the El. Commr. for entering into agreement with H. T. and L. T. consumers on the lines of the forms subtd. by him under his letter on p. 23 ante vide, U. L. No. 9233/36 El. dated the 9-8-49. These agreements forms are now to be approved as per draft G. R. on p. 53 ante. The R. L. A. has subtd. revised draft agreements in place of thase subtd. by the El. Corrr. Attention is invited to "A" and "B" on p. 75 and p. 80 ante. The El. Commr. will have to furnish the Rate Schedule of the Agreements as mentianed by the R. L. A . That officer may be requested to do so and return the papers after carefully going through the forms subtd. by the R. L. A. with a view to suggest modifications,i if any, in case R. L. A's amendments are likely to affect his proposals materially.

The El. Commr. may further return the booklet re. "conditions and miscellaneous charges for supply of Elecl. energy, kept at the commecnement, which seems to have been attached to this file through oversight by that office.

Id/-
27-2-50.

Id/-
28-2-50.

U. O. to Elcl. Commr. and dated the 28 -2-50

Below P. W. D. U. O. R. No. 9233/9269 dated 28.2.1950.

****

ELECTRIC GRID OFFICES.

The revised Agreements have beenprepared by the Solicitor to Goverment in consultation with my Executive Engineer (Commercial) and I have no further modifications to suggest except the undernoted minor verbal changes :-

H. T. AGREEMENTS :-

In the 2nd line of the preamble for "1950", it is suggested that "19...." may be substituted.

CLAUSE :- 8

In line 5, after the words "Rate & Schedule", leave some space for entering the Schedule No.

CLAUSE 9 :-

For "In consideration of the premises and the special investments", substitute "In consideration of special obligations assumed and/or investments".

CLAUSE 11:-

(1) Add in the margin "Discontinuance of Supply".

(2) In line 2 for "break" substitute "breach"

(3) In line 7 for "presided", substitute "provided".

(4) In line 10 for "of" substitute "to pay".

CLAUSE 12:-

(1) In line 1 for "It" substitute " If".

(2) Sub-para. (b) in line 4 and 7 for "metters" substitute "meters".

L. T. AGREEMENT.

CLAUSE 2:-

(1) In line 6 for "their" subsitute "this".

(2) In line 8 for "energy is available. The Consumer shall", substitute "energy is availab

(2) In line 8 for "energy is available. The Consumer shall", substitute "energy is available, the consumer shall".

(3) In line 17 for "precided" substitute "prescirbed.".

CLAUSE 3:-

(1) In the margin add "Charges for Supply ".

(2) In line 5, after the words "Rate Schedule" leave some space for entering the Schedule No.

CLAUSE 4:-

In the margin add "charges for service line".

(1) In line 1, before the workds "The Consumer". add " In consideration of the special obligations assumed and/ or investments made for the benefit f of the consumer".

(2) In line 5 for "Commence" substitute "commencement".

(3) In line 10 after the words "Commissioner" add "or".

(4) In line 11 after the words "each twelve months period", add "within fifteen days".

(5) In line 14 for "clause 2" substitute "clause 1".

(6) In line 16 after the words "increased and " add "such" .

CLAUSE 8 :-

In the first line, before the words "Technical Regulations", add"General Conditionsand ".

The rate schedules referred to at A and B at pages 75 and 80 ante have not yet been finalised and approved by Govern ent. Furhher, the rate schedules would not be the same for all the schemes under execution by the Electric Grid Department. It is, therefore, s suggested thnt the agreements forms may be approved without the rate schedules. At the time of actual execution of the agreements, the appropriate rate schedule duly sanctioned by Government will be attached to th

...

sanctioned by Government will be attached to the agreement as first ~~x~~ schedule.

The booklet regarding "Conditions and Miscellaneous charges for Supply of Electrical Energy" which had been handed over to the Solicitor to Government, has been retained by me as desired.

I shall be obliged to have early orders of the Government apporving theagreemrnt forms.

Id/-
29-3-50.

The Secretary to Government,

Public Works Department,

Bombay.

U. O. R. No. PR-3/5083

Bombay 1: dated 29th March 1950.

Bombay Electric Grid System:
Sanction to the model agreement forms for supply of power to High Tension and Low Tension Consumers under the -

GOVERNMENT OF BOMBAY.

Public Works Department.

Resolution No. 9233/36.

Bombay Castle (Bombay No. 1), 31st May 1950.

Letter No. ELG-397/19417, dated the 15th December 1948, from the Ekectrical Commissioner with the Government of Bombay as under:-

" I submit herewith for the approval of Government two sets of draft model agreements (one for H . T. Consumers and the other for L. T. Consumers) to be entered into between the Grid Authority and the High Tension Consumers or the Low Tension Consumers as the case may be.

". Most of the clauses in the drafts have been adopted from corresponding clauses of similar agreement forms in use by the progressive electric supply undertakings like (1) The Tata Group, (2) The Bombay Electric Supply and Transport Committee and as well as the Madras Government.

"3. It is proposed to execute stamped agreements only with power consumers with connected loads of 5 H. P. and over. In the case of lighting and small power consumers it is considered sufficient to obtain from them a mere declaration on the requisition form that the applicant agrees to take sup ply for a minimum period of two years under our standard rates and conditions of supply. The draft street lighting agreement form has already been submitted for the approval of the Government- vide my letter No. Elg. 328(a)/1460, dated 3rd February 1948.

"4. Normally minimum guarantee to be specified in clause 9 would be nil. But when the Board is required to incur heavy capital expenditure or ..

capital expenditure or assume special obligations or responsibilities primarily or for the sole bendfit of a particular consumer, the agreement with him wil provide for a x special minimum guarantee if it is felf that the Board will not be adequately protected by the minimum bill due under the standard rate schedule applicable to that consumer.

"5. It is considered likely that by the time supply commeces from the Grid lines, the contemplated Bombay Electricity Board will have been set up under the Electricity (Supply) Act, 1948, and therefore in the proposed model conditions the Board has been assumed to ne the sup lying A Authority. In the alternative "The Electrical Commissioner with the Government & of Bombay' will be substituted for the "Bombay Electricity Board'.

"6. In order to enable me to enter in to definite agreements with large industrial consumers prior to incurring any capital expenditure on ~~them~~ their accountsxx on service lines etc. and also keep to the present planned programme for commencement of supply, I x shall be obliged if very xx early approval of Government is accorded to the draft model agreements with such modifications as the Solicitor to Government may consider necessary."

Read Memorandum No. LRM-31/6374, dated the 17th January 1949, from the Electrical Engineer to Government.

Read Memorandum No. PR-3/4317, dated the 14th March 1949, from the Electrical Commissioner with the Government of Bombay.

Read Memorandum No. LRM-31/8, dated the 1st April 1949, from the Electrical Engineer to Government.

Read Memorandum No. PR-3/8151, dated the 18th May 1949, from the Electrical Commissioner with the Government of Bombay.

Read Memorandum No. 1672, dated the 6th February 1950, from the Electrical Commissioner with the

with the Government of Bombay.

Read Memorandum No. 1672, dated the 6thx February 1950, from the Remembrancer of Legal Affairs.

Read Memorandum No. PR-3/5088, dated the 29th March 1950, from the Electrical Commissioner with the Government of Bombay,

RESOLUTION :- Pending the formation of the Bombay Electricity Board, the accompanying model forms of agreements to be entered into between the Grid and the High Tne Tension and Low Tension Consumers for the Sup ly of electrical energy under the Bombay Electric Grid System are approved.

2. The model agreement forms should be printed.

3. The Electrical Commissioner should communicate direct to the Superintendent, Government Printing and Stationery, Bombay, the number of copies of the agreement forms required by him. Pending the receipt of this communication, the Superintendent, Government Printing and Stationery, should ke ep the types sanding.

By order of the Governor of Bombay,

Sd/-
K. V. JOGLEKAR,
Deputy Secretary to Government.

G . R. No. 9233/36, P. W. D. dated the 31st May 1950.

to
To

G. R. No. 9233/36, P. W. D., dated the 31st May 1950-

To

All Departments of Secretariat.

All Collectros of Districts.

All Superintending Engineers of Circles.

The Electrical Commissioner with the Government of Bombay (with fifty spare copies of the Resolution).

The Electrical Engineer to Government.

The Executive Engineers of Divisions.

The Accountant General, Bombay.

The Superintendent, Government Printing and Stationary, Bombay.

No. of 1950.

Copy forwarded for information and guidance to.

Issued
Id/-
14/6.

Accompaniment to Government Resolution, Public Works Department, No. 9233/36, dated the 31st May 1950.

FORM OF AGREEMENT FOR SUPPLY TO H. T. CONSUMERS.

An Agreement made at the day of 19 , between the Governor of Bombay (hereinafter called "The Supplier", which expression whereever the context so admits shall include his successors and assigns)of the one part (hereinafter called "the consumer", which expression, wherever the context so admits, shall include his heirs, its successor executors, administrators and permitted assigns) or successors in business of the other part.

WHEREAS at the request of the Consumer the Supplier has agreed to supply to the consumer electrical energy for the purpose of at the Consumer's premises situate at upon the terms and subject to the conditions hereinafter contained.

NOW THIS AGREEMENT WITNESS ETH as follows:-

1. Definitions. - In this Agreemtnunless the context otherwise requires -

(a) "the Act" shall mean the Indian Electricity Act, 1910, as amended from time to time or such other enactment governing the supply and use of electrical energy as may be in force for the time being;

(b) "the Rules" shall mean the rules and regulations for the time being in force under the Act.

2. Commecement of Supply.- Within a period of three months from the date of the intimation from. the Electrical Commissioner with the Government of Bombay ...

Government of Bombay (hereinafter referred to as "the Commissioner," which expression shall include any other officer authorised by the Supplier to perform the functions of the Commissioner specified in this Agreement and any other officer or officers authorised y the Commissioner) that the supply of electrical energy is available, the Consumer ~~xx~~ shall commence to take the supply of electrical energy ~~in~~ under this Agreement and unless, in the opinion of the Commissioner, the Consumdr is unable to commence to take such supply for causes beyond his control, the date of the commencement of supply shall be the date of the expiration of the said three months' period or the date of actual commencement of supply whichever date is earlier and from such date the Consumer shall become liable to ~~xxx~~ pay to the Supplier the amounts of minimum charges and minimum guarantee as hereinafter provided.

3. Location and Demand. - During the period of supply hereinafter mentioned, the Supplier shall supply to the Consumer and the Consumer shall take from the Supplier all the electrical energy required by the Consumer for the purposes hereinabover reicted at the Consumer's premises located at upto a maximum of ~~XX~~ KW/KVA (hereinafter called the "Contract Demand"), subject to the provisions of clause 7 hereof.

4. System of Supply.- The supply of electrical energy to the Consumer shall be in the form of three phase alternating current at a requency of 50 cycles per second and a pressure of volts, subject to the tolerance limits permitted by the Act.

5. Point of Delivery.- The point of delivery for the supply of electrical energy shall be as shown in drawing No. attached hereto. For the purpose of this Agreement maintenance by the Supplier of the electrical energy of the above-stated voltage and frequency at the said point of delivery shall consitute the supply of electrical

electrical energy of the above-stated volgage and frequency at the said point of delivery shall constitute the supply of electrical energy. The Supply shall be metered at the point of delivery.

6. Accommodation for Supplier's apparatus.- The Consumer shall provide and continue to provide duirng the continuance of this Agre ment without any charge accommodation to be approved by the Commissioner for the housing of Supplier's equipment and apparatus necessary for the performance of this agreemrnt. The Supplier shall be a t liberty to bring upon the accommodation so provided at the onsumer's premises not only the cables required forthe supply of electrical energy to the Consumer by t also the cables assessories and equipment necessary for giving connection s to o other onsu ers through the cables and terminals situated on the Consumer's premises, provided the supply to the Consumer shall inno way be interferred with or its continuancy jeopardised as a result of such action on the part of the Supplier.

7. Consumer's increases requirements.- (a) The Consumer may from time tax request the Commissioner in writing for additional supply in excess of the contract demand and the Sup lier shall make such additional su pply avialble within 180 days from the date of such written request, provided the Supplier has such additional electrical energy and the materials to make such additional* term of this agreement it would, in the opinion of the Commissioner, be economic to the Supplier to make such additional supply available to the Consumer.

* additional electrical energy available for supply and provided further that having regard to the unexpired tern ...

(b) In the event of the Sup lier agreeing to make such additional sup ly available the Consumer shall pay such contribution x towards the cost of making such additional supply available as may be determined by the Commissioner.

8. Charges for Sup ly.- The Consumer shall pay to the Sup lier every month at the office of theCommissioner xf or as may be otherwise required charges for the electrical energy supplied to the Consumer duirng the receding month at the rates specified in the Supplier's standard Rate Schedule ap liecable to the class of service and in force from time to time. A copy of the current Rate Schedule to this Agreement is set out in the First Schedule attached hereto.

9. Minimum guarantee.- In consideration of special obligations assured and/or investments made by the Sup lier for the benefit of the Consumer, the Consumer hereby guarantees that the average monthly charges payable by the Consumer for the electrical energy consumed by the Consumer every month hereunder duri g each twelve month period commencing from the date of the com encement of sup ly shall not be less than Rs. . The difference if any between the guaranteed minimum charges and the actual charges payable by the condumer shal be xxxix paid by the Consumer to the Sup lier at the officer of the Commissioner or as may be otherwise required required at the end of each twelve months period within fifteen days from the date of the receip of a bill therfor.

Provided-that in the event of any increase in contract demand under clause 7 hereof, the amount of minimum guarantee stated above shall be liable to be proportionately increased to such extent as m may be determined by the Commissioner.

...

10. Period of Agreement.- Subject to the provisions of clause 11 hereof the period of supply under this Agreement shall be a ~~xx~~ minimum period of years from the date of the commencement of sup ly and from year to year thereafter determinable by a six calendar months~~x~~ notice on either side expiring at the end of thesaid minimum period of years or at the end of any such subsequent year and upon ~~xxx~~ the ex;iration of any such notice this agreement shall determine, but without prejudice to the rights and liab~~x~~ilities of the parties in respect of any matter antecedent to such determination.

11. Discontinuance of sup;ly .-- In the event of the sup ly of energy being discont tinued by the Supplier in consequence of any breach or default on the part of the Consumer entitling the Sup;lier so to do under the provisions of the Act and the Rules the amount of charges for the electricalenergy already supplied and all ~~xxxxx~~ other moneys then payable under this Agreement shall become due and recoverable forthwith provided always and it is hereby expressly agreed and declared that during the period of suchdiscontinuance the Consumer shall continue to pay the minimum charès and minimum guarantee ~~xxx~~ payable ~~xxxx~~ hereunder.

12. Summary termination of agreement.- If at any time during the continuance of this Agreement the Consumer shall --

(a) being a limited company pass a resolution for winding upo or be ordered to be wound up by a Court of competent jurisdiction and being an individualor individulas commit any act of insolvency or be adjudged insolvent;

(b) execute or create any mortgage charge or o other encumbrance on any property or asset of the Condumer so as to prejudicially affect the Supplier's electric meters, plant, apparatus and equipment at the Consumer's premises or any part thereof or any right exercisable by the Supplier in connection with said e electric meters, plant, apparatus and equipment;

(c) commit any breach of or fail to observe and o perform any of the conditions and providions contained in th as this Agreement and on his art to be observed and performed;

the Supplier shall be at liberty to terminate this Agreement and xx by giving seven days' notice to the Consumer and upon such termination the Consumer shall forthwith pay to the Supplier at the office of theCommissioner or as may be otherwise required allt the moneys then due and payable under this Agreement together with a further sum equal to t the amount of the minimum guarantee for the unexpired muinimum period of supply as and by way of liquidate damages.

15. Assignment or Transfer of Agreement.- The Consumer shall not, without the previous consent in writing of the Supplier, assign, transfer, or part with the benefit of this Agreement nor shall the Consumer in any manner part with or create any partia or separate interest in it.

14. Arbitration. - In the event of any dispute or difference at any time arising between the Consumer and the Sup lier in regard to the construction of this Agreement or any matter arising out of or in connection with this Agreement (not being a matter fr forwhich a method of determination isprescribed by the Act) such dispute or difference shall be referred to the arbitration in Bombay of two arbitrators one to be ap ointed by each arty to the dispute or difference,

or difference, which Arbitrators shall appoint in writing an Umpire before proceeding with the reference and this Agreement shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940, and all the provisions of that Act (except as hereby expressly varid) or of any Act of the Legislature passed in substitution therefor or in modification thereof and for the time being in force shall apply to any reference hereunder.

15. General Conditions and Technical Regulations.- Genral Conditions and Technical Regulations of the Bombay Electric Grid Department set out in the Second Schedule hereto shall be deemed to be part of the Agreementand shall govern the parties hereto inso far as applicable.

16. Application of Indian Electricity Act, 1910 and the Rules.- In all matters not herein specifically provided for, the provisions of the Act, and the Rules for the time being inforce thereunder shall apply.

17. Marginal Notes. - The Marginal notes do not form part of this Agreement and shall not be referred to for the construction and interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

Sighed sealed and delivered by

Esqr.

Electrical Commissioner with the Government of xxx Bombay onbehalf of the Governor of Bombay in the presence of-

(1)

(2)

signed and delivered by the abovenamed consumer in the

consumer in the presence of -

(1)

(2)

EXH: FORM OF AGREEMENT FOR SUPPLY TO L. T. CONSUMERS.

THIS AGREEMENT made at .... the ... day of.. 19.. , Between THE GOVERNOR OF BOMBAY (hereinafter called "the Supplier" which expression shall, unless the context does not so admit, include his successors and assigns) of the one part and ..

hereinafter called"the Conduner", which expression, wherever the context so admits, shall include his heirs, executors, and administrators its successor or successors in business of the other part.

WHEREAS at the request of theConsumer the H Supplier has agreed to supply to the Consumer electrical energy for the purpose of*

at the Consumer's premises situate at ... upon the terms and subxxxject to the conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Location and connected load.- During the period of Supply hereinafter mentioned the Supplier shallx xx supply to the Conduner and the Consumer shall take from the Supplier all the electrical energy required by theConsumer for the purposes hereinbefore recited at the Consumer's premises located at ... . xxxxxx having a connected o load or demand initially of .. xx H. P. Any increase or alteration in the connected load or demand shall be notified to theCommissioner by the Consumer before being connected to the source of supply and shall be connected only after it is examined, tested and approved by the Commissioner.

2. Commencement of Supply. - Within a period of three months from the date of the intimation from the Electrical Commissioner with the Government of Bombay (hereinafter referred to as "the Commissioner" which expression shall include any other officer authorised by the Supplier to perform the functions of the Commissioner specified in this Agreement an any other officer or officers authorised by theCommissioner) that thesupply of electrical energy is available, the Consumer shall commece to take the supply of electrical energy is available, the Consumershall commence to take supply of electrical energy under this Agreement and unless, in the opinion of the Commissioner, theConsumer is unable to commece to take such supply for causes beyond his control, the date of the commencement of supply shall be the date of the expiration of the said three months' period or the date of actual commencement of supply whichever date is earlier and from such date the Consumer shall become liable to pay to the Supplier the amounts of the minimum charges and minimum guarantee as hereinafter prescribed.

3. Charges for supply . - The Consumer shall pay to the Supplier every month at the office of the Commissioner or as may be otherwise required charges for the electrical energy supplied to the Consumer during the receding month at the rates specified in the Supplier's standard Rate Schedule applicable to the class of service and inforce from time to time A copy of the current Rate Schedule applicable to this Agreement is set out in the first Schedule attached hereto.

4. Charges for Service Line. - The Consumer shall pay to the Supplier on demand at the Office

at the officex of the Commissioner or as may be otherwise required the cost of service line in accordance with the scale of miscellaneous charges prescribed in the General Conditions of Supply of the Bombay Electric Grid Department.

5. Additional cost of Service Line.- In the events of the Consumer requesting for an increase in his connected load after the commencement of supply, if the same is made available by the Supplier at any additional cost, the consumer shall pay such contribution towards the cost of such increase as may be determined by the Commissioner in his absolute discretion.

6. Minimum guarantee. - In consideration of the special obligations assumed and/or investment s made for the benefit o of the consumer athe hxx hereby guarantees that the average monthly charges payable by the Consumer for electrical energy consumed by the Consumer every month hereunder during each twelve month period commencing from the date of the com encement of supply, shall not be less thatn Rs....
The difference, if any, between the guaranteed charges and the actual charges payable by the consumer shall be paid by the Consumer to the Supplier at the office of the Commissioner or as may be otherwise required at the end of each twelve months period within fifteen days from the date of the receipt of a bill therefor. Provided that inthe even of the Consumer requesting for any increase in supply under clause 1 hereof, the amount of minimum guarantee shall be liable to be proportionately increased and such increas xhxx shall be determined by the Commissioner.

7. Period of Supply.- The period of supply of electrical energy under this Agreement shall be a minimum period of 2 years from the date of the Commencement of supply and from month to month thereafter. The Consumer may determine this agreement at any time after the said period of 2 years after giving to the Commissioner not kxxx less than one calendar mon month's notice in writing in that behalf and upon the expiration of the period of such notice this agreementsx shall...

this Agreement shall cease and determine. Provided always that the Consumer may at any time with the previous written consent of the Commissioner transfer his rights under this agreement to any other person approved by the Commissioner and upon execution by such transferee of a valid assignment this agreement shall become binding on the transferee had originally been party hereto in place of the Consumer, who shall thenceforth be discharged from any further liability under or in respect hereof, without prejudice, however, to any claim by the Supplier against the Consumer in respect of any prior breach of this Agreement by the Consumer.

8. General Conditions and Technical Regulations.- General Conditions and Technical Regulations of the Bombay Electric & Grid Department set out in the second Schedule hereto shall be deemed to be part of the Agreement and h shall govern the parties hereto in so far as applicable.

9. Application of the Indian Electricity Act.- In all matters not herein specifically provided for, the provisions of the Indian Electricity Act, 1910, as amended from time to time or such other enactment governing the supply and use of electric energy and the Rules and Regulations for the time being inforce thereunder shall apply.

10. Marginal Notes.- The Marginal notes do not form part of this Agreement and shll not be referred to for the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

Sighed sealed and delivered by.....

Esquire.

Designation of the Officer authorised to execute such agreement on behalf of the Governor of Bombay

in the presence of —

(1)

(2)

Signed and delivered by .....

the abovenamed consumer in the presence of —

(1)

(2)

Letter.

No. PR-3/30009
Electric Grid Offices,
Mercantile Bank Building, Fort,
Bombay. 1: 22nd October 1951.

To

The Secretary to Government,
Public Works Department,
Bombay.

Subject:- Execution of L. T. Agreement - Delegation of Powers.

Reference:- P. W. D. G. R. No. 9233/36 dated 31.5.50.

The agreement form, approved by Government, for execution, with L.T. consumers provides that the agreement shall be executed, on behalf of the Governor of Bombay, by an officer duly authorised to execute such agreement.

For administrative convenience and expeditous disposal, it is desirable that all such agreements are executed on behalf of the Governor ~~of~~ by an officer of this Department in charge of a particular operating division bow how below the rank of an Executive Engineer.

In anticipation of Government approval, the Executive Engineer, Kolhapur has been delegated powers to execute L. T. agreements with power consumers at Kolhapur and it is proposed to ~~dis~~ delegate such powers accordingly to the grid officers in other operating ~~a~~ areas such as North Gujarat, South Gujarat, Jog Etc.

It is requested that Government may kindly be moved to accord their concurance to my above proposal and to approve of my action in regard to the delegation of powers as above to Executive Engineer, Kolhapur.

Sd/-

Chief Engineer. 20/10/51.

(1)

(2)

Signed and delivered by.....

the abovenamed consumer in the presence of -

(1)

(2)

———X———

M K. Br.

9233/36
91025

P. W. D.

Submitted.

2. The C. E. B. E. G. has proposed that-

(1) Powts to execute on of the Governor of Bombay, the farm of agreement ax to be made between the Govt. as supplier and the consumers of L. T. Power tobe supplied from El. Grid Scheme only be delegated to an officer from his Office in charge of an operating x divions not bolow the rank of Ex. Engr. for the reason staged in para 2 of his letter No. PR-3/30009 of 22-10-51.

(2) His action of delegating such ppower to the Ex. Engr. no to execute the L. T. agreement forms with consumers at x in anticipation of Govts' approval only be approved.

(3) Before the proposal is conkksider agre d to in consultation with K. D. whose concurrence with be necessary in this respect, the El. Engr. may be requested to state the practice obtaining in his office for execution of any such agreements in his charge.

U. O. to the El. Engr. to Govt. dated the
12th November 1951.

D. S.(I & E).

———

Below U, O. R. No. 9233/36/91025 dated the 12th November '51.

Below U. O. R. NO. 9233/36/91025 dated the 12th November '51, from Government in the Public Works Department.

No. LRM.31/9558 of 1951.

Bombay, 1. 27th November 1951.

Returned with compliments.

2. So far as the practice prevailing in the case of the Hubli Electrical Undertaking in charge of this Department is concerned, the agreements in connection with the supply of electrical energy are executed by the DeputyEngineer in charge of that Undertaking, since it is convenient that the officer who is in charge ofthe power house and is available at site, should execute such agreements.

Sd/-
Electrical Engineer to Govt.

9233/36
103015

Submitted with ref. tothe O. N. dated the 9-11-51.

2) In view of El. Engr's remarks, the C. E. Bombay El. Grid's proposal to authorise the officer, not below the rank of Ex. Engr, in charge of the operating Division, to execute the agreement with the L. T. consumers be accepted in consultation with F. D.

Through D. E(I).

Id/-
30-11-51.

Id/-
1-12

Id/-

D. S (I AND E.).

U. O. N to the F. D. dated the 4th December 1951.

K. Br. 9233/36/103015.

P. W. D.

This file was sent by the F. D., presumably though in advertance, already with this Deptt. papers ~~bearing~~ bearing No. E 1 R/1051/107240 dealing with the question of providing additions, and alterations to the electric installation in the servants' quarters attached to Govt. House, Malbar Point, Bombay. It may be returned u. o. to the F. D. with a request to condier the points raised in the o. n. dated the 1-12-51.

Id/-
17-12-51.

Id/-
17-x-51.

Urgent.

U. O. to the F. D. dated the 19th Dec. 1951.

F. D. III.

The P. W. D. proposal in its o. n. dated 1-12-51 on the page may be accepted.

Id/-
21-12-51.

Id/-
21/12.

U. O. to tye P. W. D. dated the 21-12-51.

Ha Ns(B)
XIV

P/. return to P. W. D.
Id/-
21-12-

K. Br. 9233/36
103909

P. W. D.

Submitted .

2. The pp. regarding C. E. B. E. G's proposal of delegating the powers to theOfficers of his Deptt. not below the rank of Ex. Engr. and who are in charge of the operating division are being referred to

to F. D. for its concurrence andon ~~xxx~~ retrun therof, necessary ~~xx~~ orders- will be issued.

3) The C. E. BE E. G. ~~xx~~ may see this for information.

Id/
30-x-51.

U. O. to the ~~X~~ C. E., B. E. G.

dated November 1951.

These papers seem to have been receiping in this Deptt. by The may be returned to F. W. D.

Id/-
8-12-

U. O. R. to the P. W. D. No. 19677 dated the 7th December 1951.

K. Br.

P. W. D.

These papers which were to be referred u. o. to the C. E., B. E. G., were sent to the Legal Deptt. presumably through oversight.

2. These papers may now be shown u. o. to the C. E., B . E. G., as proposed in the o. n. overleaf.

Id/- 15-12-51.

Id/- 17-x-51.

EE U. O. to the C. E., B. E. G. dated the 17th December 1951.

A. A. S.

Below P. W. D. U. O. R. No. 9233/36/10300 dated 17-12-1951.

Electric Grid R Officer.

Below P. W. D. U. O. R. NO. 9233/36/103009 dated ~~xx~~ 17-12-1951.

Seen thanks.

Sd/-
29-12-51.

...

LETTER.

No. 9233/36 K.

Public Works Department,

Bombay Castle (Bombay No. 1),

21st January 1952.

To

2 The Chief Engineer, Bombay Electric Grid .

Subject:- Delegation of Powers for the execution of Low-Tension Agreement

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References: Your Letter No. PR-3/30009, dated the 22nd October 1951.

2. Government is please to accept your ~~pmxp~~ proposal that the agreement form for supply to Low Tension consumers approved in Government Resolution, Public Works Department, No. 9233/36, dated the 31st May 1950, should be executed on behalf of His Excellency the Governor of Bombay by an officer of the Electric Grid Department in charge of a particular operating division not below the rank of an Executive Engineer,

3. Your action in delegating powers to the Executive Engineer, Kolhapur, to execute Low Tension agreement s with power , consumers at Kolhapur in anticipation of Government's sanction is also approved.

By ~~xx~~ order of the Governor of Bombay,

V. N. Gothoskar,

Deputy Secretary to the Government of Bombay,

Public Works Department.

D. A.:-

Copy forwarded forinformation to -

allk Departments of the Secretariat,

All Collectrors of Districts.

All Superintending Engineers of Circles,

The Electrical Engine r to Government,

The Executive Engineers of Divisions .

The Account